

## Department of Defense Mentor-Protégé Program Agreement Template

*Companies that have been approved as mentors in the DoD Mentor-Protégé Program and have identified a protégé firm must submit a signed mentor-protégé agreement for each mentor-protégé relationship to the Director, Small and Disadvantaged Business Utilization (SADBU, Office of the Under Secretary of Defense (Acquisition, Technology and Logistics [OUSD (AT&L)])) for approval. For companies seeking direct reimbursement of developmental assistance costs your submission should be made through the cognizant Military Department/Defense Agency SADBU Office.*

*Please Note:*

**Credit Only Agreements:** *Developmental assistance costs may only be incurred after receipt of an approval letter from OSD SADBU. Note: Official start date is the date of OUSD (AT&L) approval letter.* **Direct Reimbursement Agreements:** *Developmental assistance costs may only be incurred upon the award of a contract modification, which incorporates a separate line item for the mentor-protégé agreement. Note: Official start date is the date of the contract modification.*

*The following agreement template is provided, as a guide to assist in the preparation of the mentor-protégé agreement, however at a minimum all elements below must be addressed*

**Agreement Information:** *Check the one that applies and provide the following.*

**Credit** \_\_\_\_\_

**Estimate of Cost:** *Provide an estimate of the total cost of the developmental assistance.*

\$ _____
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**Period of Performance:** *State the period of time over which the developmental assistance will be performed- not to exceed three years.*

Number of Years: _____	Number of Months: _____	Anticipated date of completion _____
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**OR**

**Direct Reimbursement** \_\_\_\_\_

<b>Military Department or Defense Agency</b>	
<b>Contract Number</b>	

**Estimate of Cost:** *Provide an estimate of the total cost of the developmental assistance.*  
*For Direct Reimbursement Agreements please contact the Military Department/Defense Agency for additional guidance on the format and level of detail of your cost submission.*

\$ _____
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**Period of Performance:** *State the period of time over which the developmental assistance will be performed not to exceed three years.*

Number of Years: _____	Number of Months: _____	Anticipated date of completion _____
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Revised 03/01/2000

**1. Mentor Firm Information.**

*Provide the following:*

Name of Firm	
Address	
Telephone	
Fax	
Homepage	
Cage Code	

**2. Mentor Eligibility.** *Provide a statement that the Mentor has been previously approved under the DoD Mentor-Protégé Program and is still eligible to participate as a mentor (provide a copy of approval letter, if available) if previously approved please attach the Mentor Application.*

**3. Protégé Firm Information.**

*Provide the following:*

Name of Firm	
Address	
Telephone	
Fax	
Homepage	

**Standard Industrial Classification Code.** *The SIC code which represents the contemplated supplies or services to be provided by the protégé firm to the mentor firm and a statement that at the time the agreement is submitted for approval, the protégé firm, if an SDB concern, does not exceed the size standard for the appropriate SIC code.*

SIC code \_\_\_\_\_

**Percent (%) Owned.** *Provide percent of the Protégé Firm currently owned by the Mentor Firm*

% Mentor owned \_\_\_\_\_

Revised 03/01/2000

**4. Protégé Eligibility.** *Provide a statement that the protege firm is currently eligible pursuant to one of the following criteria below:*

*An entity may qualify as a protégé firm if it is—*

*(1.) A Small Disadvantaged Business (SDB) concern as defined by section 8(d)(3)(C) of the Small Business Act (15 U.S.C. 637(D)(3)(C)) which is--*

- (i) Eligible for the award of Federal contracts; and*
- (ii) A small business according to the Small Business Administration (SAB) size standard for the Standard Industrial Classification (SIC) code which represents the contemplated supplies or services to be provided by the protégé firm to the mentor firm; and*
- (iii) Certified by the Small Business Administration as an SDB*

*(2) A business entity that meets the criteria in above and is owned and controlled by either an Indian tribe as defined by section 8(a)(13) of the Small Business Act (15 U.S.C. 637(a)(13)) or a Native Hawaiian Organization as defined by section 8(a)(15) of the Small Business Act (15 U.S.C. 637(a)(15)); and is certified by the Small Business Administration as an SDB; or*

*(3) A qualified organization employing the severely disabled, which self certifies that it meets the criteria for such entities, defined in Pub. L. 102-172, section 8064A.*

**5. Developmental Assistance Program.** *Describe the developmental program for the protégé firm specifying the type of assistance planned. Provide how this plan will address the protégé's identified needs to enhance their ability to perform successfully under contracts or subcontracts with DoD and other federal agencies. Types of developmental assistance allowable under the program are:*

*(a) Assistance by mentor firm personnel in--*

*(i) General business management, including organizational management, financial management, and personnel management, marketing, business development, and overall business planning;*

*(ii) Engineering and technical matters such as production inventory control, quality assurance;*

*and*

*(iii) Any other assistance designed to develop the capabilities of the protégé firm under the developmental program.*

*(b) Award of subcontracts under DOD contracts or other contracts on a non-competitive basis.*

*(c) Payment of progress payments for the performance of subcontracts by a protégé firm in amounts as provided for in the subcontract; but in no event may any such progress payment exceed 100 percent of the costs incurred by the protégé firm for the performance of the subcontract. Provision of progress payments by a mentor firm to a protégé firm at a rate other than the customary rate for small disadvantaged businesses shall be implemented in accordance with FAR 32.504(c).*

*(d) Advance payments under such subcontracts. Advance payments must be administered by the mentor firm in accordance with FAR Subpart 32.4.*

*(e) Loans.*

Revised 03/01/2000

*(f) Investment(s) in the protégé firm in exchange for an ownership interest in the protégé firm, not to exceed 10 percent of the total ownership interest. Investments may include but not be limited to cash, stock, contributions in kind, etc.*

*(g) Assistance obtained by the mentor firm for the protégé firm from one or more of the following:*

*(i) Small Business Development Centers (SBDC) established pursuant to section 21 of the Small Business Act (15 U.S.C. 648).*

*(ii) Entities providing procurement technical assistance pursuant to chapter 142 of Title 10 U.S.C. (Procurement Technical Assistance Centers.)*

*(iii) Historically Black Colleges and Universities.*

*(iv) Minority institutions of higher education.*

**6. Milestones.** *Define milestones for providing the identified developmental assistance. (E.g. Gantt chart).*

**7. Metrics.** *In addition to the developmental assistance plan, provide factors to assess the protégé firm's developmental progress under the Program.*

**8. DOD Subcontract Awards to Protégé.** *The number and total dollar amount of DOD subcontract awards made to the identified protégé firm by the mentor firm during the two preceding fiscal years (if any).*

Total DOD Subcontract Awards to Protégé		
	Number	Dollar Amount
FY-__		\$
FY-__		\$

**9. Federal Agency Subcontract Awards to Protégé.** *The number and total dollar amount of Federal Agency subcontract awards made to the identified protégé firm by the mentor firm during the two preceding fiscal years (if any).*

Total Federal Subcontract Awards to Protégé		
	Number	Dollar Amount
FY-__		\$
FY-__		\$

**10. Potential Subcontracts.** *The anticipated number, dollar value, and type of subcontracts to be awarded the protégé firm consistent with the extent and nature of mentor firm's business, and the period of time over which they will be awarded.*

Revised 03/01/2000

**11. Termination Procedures (Mentor).**

**Voluntary:** *Provide the procedures for the mentor firm to notify the protégé firm in writing at least 30 days in advance of the mentor firm's intent to voluntarily withdraw its participation in the Program. Mentor firms may only voluntarily terminate the mentor-protégé agreement if they no longer want to be a participant in the Program as a mentor firm.*

**For Cause:** *Provide procedures for the mentor firm to terminate the mentor-protégé agreement for cause which provide--*

- *The protégé firm shall be furnished a written notice of the proposed termination, stating the specific reasons for such action at least 30 days in advance of the effective date of such proposed termination.*
- *The protégé firm shall have 30 days to respond to such notice of proposed termination and may rebut any findings believed to be erroneous and offer a remedial program.*
- *Upon prompt consideration of the protégé firm's response, the mentor firm shall either withdraw the notice of proposed termination and continue the protégé firm's*

*participation, or issue the notice of termination.*

***The decision of the mentor firm regarding termination for cause, conforming with the requirements of this section, shall be final and is not reviewable by DOD.***

**12. Voluntary Termination Procedures (Protégé).** *Provide procedures for a protégé firm to notify the mentor firm in writing at least 30 days in advance of the protégé firm's intent to voluntarily terminate the mentor-protégé agreement.*

**13. Additional Terms and Conditions.** *Describe any other additional terms and conditions as may be agreed upon by both parties.*

***All correspondence and inquiries by OUSD (AT&L), Military Departments, and Defense Agencies will be addressed to the Points of Contact that you provide below.***

**14. Mentor Firm Point of Contact (POC)**

Mentor POC	
Name	
Title	
Address	
Phone	
Fax	
E-mail	

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**15. Protégé Firm Point of Contact (POC)**

Protégé POC	
Name	
Title	
Address	
Phone	
Fax	
E-mail	

**16. Procuring Contracting Officer (PCO). (Direct Reimbursable Agreements only)**

<b>PCO</b>	
Name	
Address	
Phone	
Fax	
E-mail	

**17. Mentor Firm's Cognizant Administrative Contracting Officer (ACO)**

<b>Mentor ACO</b>	
Name	
Address	
Phone	
Fax	
E-mail	

**18. Mentor Firm's Cognizant Defense Contract Management Command (DCMC) Contract Administration Office (CAO)**

<b>Mentor's DCMC CAO</b>	
Name	
Address	
Phone	
Fax	
E-mail	

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**19. Protégé Firm's Cognizant Defense Contract Management Command (DCMC) Contract Administration Office (CAO)**

<b>Protégé's DCMC CAO</b>	
Name	
Address	

Phone	
Fax	
E-mail	

**20. Report & Review Requirement.** Attach a statement from each firm that indicates it's willingness to comply with the Program's reporting and review requirements (i.e., the semi-annual reports, the annual performance reviews that will be conducted by the Defense Contract Management Command (DCMC). The protégé must also indicate that they will provide data on employment, revenues and DoD awards for two years after the conclusion of the agreement.

**21. Signatures of Both Parties.** *Mentors and Protégés are required to sign and date each agreement. Titles of the individuals should also be included. Please note: a mentor firm may not require an SDB concern to enter into a mentor-protégé agreement as a condition for being awarded a contract by the mentor firm including a subcontract under a DoD contract awarded to the mentor firm.*

**Mentor**

**Protégé**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date